

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held November 10, 2009, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. GENERAL FUNCTIONS
 - A. Call to Order
 - B. Roll Call
 - C. Pledge of Allegiance 4
 - D. Texas Pledge of Allegiance 5
 - E. CISD Mission Statement 6
2. BOARD OF TRUSTEES BUSINESS
 - A. Reorganization of the Board - Nomination/Selection of Officers
Presenter: Mrs. Jordan
 1. President
 2. Vice-President
 3. Secretary
 - B. Appointment of Board Members to Special Board Committees
 1. Finance/Audit/Facilities/Planning Committee
 2. Curriculum/Policy Committee
 - C. Recognitions 7
 1. Jordan Frescas will be recognized for being selected as Big Sister of the Year
Presenter: Ms. Senger
 2. CHS student, Samuel Jensen, will be recognized for being named a Commended Student in the 2010 National Merit Scholarship Program
Presenter: Mr. Fry
 - D. Consider appointment of individual to the El Paso Central Appraisal District Board of Directors 8
Presenter: Mrs. Jordan
 - E. Consider selection of board member to serve on Blue Ribbon Committee 12
Presenter: Mrs. Jordan
 - F. Discussion of board president's roles and responsibilities
Presenter: Mr. Rodriguez
3. OPEN FORUM
4. REPORTS
 - A. Tax Ratification Election Report

	Presenter: Mrs. Aguirre	
	B. Report on allocation of bond funds for ADA projects	
	Presenter: Mr. Parks	
5.	CONSENT AGENDA	
	A. Consider approval of board meeting minutes	13
	1. Special Board Meeting - September 29, 2009	
	2. Regular Board Meeting - October 13, 2009	
	3. Special Board Meeting - October 27, 2009	
	B. Consider approval of Attendance, Financial and Warrant List for October 1 - 31, 2009, in the amount of \$1,203,045.17	14
	C. Consider approval of budget amendments	18
	D. Consider acceptance of donations	25
	E. Consider approval of Clinical Training Affiliation Agreement with El Paso Healthcare System	27
	F. Consider approval of purchase of RTI Reading Materials	35
	G. Consider approval of purchase of 50 additional FLRT (Fluent Reading Trainer) licenses	37
	H. Consider approval of RFP 10-02 for agricultural water well renovation	39
	I. Consider approval of contract with Stetson & Associates	40
	J. Consider approval of purchase of the My Reading Coach Platinum/Spanish Upgrade	42
	K. Consider approval of purchase of the Lexia v6 Reading Program	45
	L. Consider approval of purchase of Orbit WRAP Assessments	48
	M. Consider approval of purchase of bus tires	50
6.	NEW BUSINESS	
	A. Consider Order Canvassing Returns and Declaring Results of November 3, 2009 Tax Rate Election	52
	Presenter: Mr. Baskind	
	B. Consider Ordinance Adopting Tax Rate for 2009-2010	53
	Presenter: Mr. Baskind	
	C. Consider approval of Resolution 20095 opposing dance hall	54
	Presenter: Mrs. Jordan	
	D. Discussion and possible removal of board president reserved parking space at Central Office	
	Presenter: Mr. Rodriguez	
	E. Discussion and possible Board action regarding plaque at the Canutillo High School Field House	
	Presenter: Mr. Rodriguez	
7.	EXECUTIVE SESSION	
8.	PERSONNEL	
	A. Consider Level III Grievance of Harry Kaplan	
	Presenter: Mr. Baskind	
	B. Consider approval of recommendation for Executive Director of Financial Services	
	Presenter: Mr. Parks	
	C. Consider approval of recommendation for Executive Director of Facilities and Transportation	

Presenter: Mr. Parks

D. Consider approval of recommendation for Principal of Alderete Middle School

Presenter: Mr. Parks

E. Administrative Personnel Actions (No action required)

55

1. Superintendent approved employment of personnel

2. Superintendent approved position changes for personnel

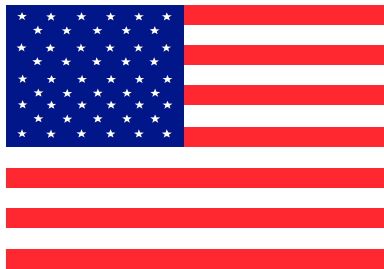
3. Superintendent acceptance of resignations from personnel

4. Employment termination of support personnel

9. ADJOURNMENT

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

PLEDGE OF ALLEGIANCE



I pledge allegiance to the flag of the
United States of America
and to the republic for which it stands:
one nation under God, indivisible
with liberty and justice for all.

When reciting the Pledge of Allegiance, civilians should stand at attention or with the right hand over the heart. Men should remove their hats. Armed services personnel in uniform face the flag and give the military salute.

TEXAS PLEDGE OF ALLEGIANCE



“Honor the Texas flag;
I pledge allegiance to thee,
Texas, one state under God,
one and indivisible.”



CANUTILLO INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES



MISSION STATEMENT

Canutillo ISD will provide a quality education to assure that all students graduate on time, are prepared for higher education, or are work force ready.



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, Texas 79932

Mailing Address: PO Box 100
Canutillo, Texas 79835

Mr. Roger Parks
Interim Superintendent

(915) 877-7444
FAX (915) 877-7414
rparks@canutillo-isd.org

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Roger Parks, Interim Superintendent

DATE: November 5, 2009

SUBJECT: Recognitions

The Big Sister of the Year is Jordan Frescas. She was one of the school coordinators for our partnership years ago and has been a mentor to the same Little Sister for nearly three years. There are hundreds of mentors in our program and the three nominees the Big Brothers Big Sisters of El Paso staff decided upon were independently judged by the Mayor, Coach Price, and a number of other prominent El Pasoans. It is a significant honor and Jordan will now be submitted as a candidate for the Texas State Big of the Year.

Samuel Jensen has been named a Commended Student in the 2010 National Merit Scholarship Program. A Letter of Commendation from the school and National Merit Scholarship Corporation (NMSC), which conducts the program, was presented by the principal to this scholastically talented senior.

About 34,000 Commended Students throughout the nation are being recognized for their exceptional academic promise. Although they will not continue in the 2010 competition for National Merit Scholarships, Commended Students placed among the top five percent of more than 1.5 million students who entered the 2010 competition by taking the 2008 Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT).



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MEMORANDUM

TO: Members of the Board of Trustees

FROM: Roger Parks, Interim Superintendent

DATE: November 5, 2009

SUBJECT: El Paso Central Appraisal District Board of Directors

As per State law, the 2009-2010 term for the El Paso Central Appraisal District Board of Directors concludes on December 31, 2009. The new term begins January 1, 2010 and runs through December 31, 2011; however, all members serve until they have been reappointed or replaced. It is now time to appoint and/or reappoint the 2010-11 Board of Directors.

Currently, Charley Hecker is Canutillo ISDs representative on the Central Appraisal District Board of Directors. Mr. Hecker has indicated he no longer wishes to serve on the board therefore, we need to appoint a new representative.

Please find enclosed information from the El Paso CAD outlining eligibility requirements as well as the method of selection.

El Paso Central Appraisal District

Dinah L. Kilgore RPA
Executive Director/Chief Appraiser
Interim



5801 Trowbridge Dr.
El Paso, TX 79925-3345
Phone (915) 780-2000
Fax (915) 780-2130

September 21, 2009

TO: County Judge and Commissioners
Cities/Towns, Presiding Officers and City Managers, Clerks or Secretaries
School Districts, Presiding Officers and Superintendents

FROM: Dinah L. Kilgore, Executive Director/Chief Appraiser, Interim *DLK*

SUBJECT: Appointment / Reappointment of Board of Directors

As per State law, the 2008/2009 term for the El Paso Central Appraisal District Board of Directors concludes on December 31, 2009. The new term begins January 1, 2010 and runs through December 31, 2011; however, all members serve until they have been reappointed or replaced. It is now time to appoint/reappoint the 2010/2011 Board of Directors.

This document will be broken down by subject matter for easy reference.

I

ELIGIBILITY REQUIREMENTS

- A. To be eligible to serve on the Board of Directors, an individual must be a resident of the district (same as County boundaries) and must have resided in the district for at least two years immediately preceding the date they take office.
- B. An employee of a taxing unit that participates in the district is not eligible to serve on the Board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district. However, an individual does not have to serve as a member of the governing body of a voting entity in order to qualify for membership on the EPCAD Board of Directors.
- C. An individual may not serve on the Board of Directors if:
 1. They have a conflict of interest; or
 2. They are related to an Appraisal District employee to within the second degree by affinity or the third degree by consanguinity.
 3. They are related within the second degree of consanguinity or affinity to the following persons:
 - a. an appraiser who appraises property for use in the District's Appraisal Review Board proceedings, or
 - b. a tax agent who represents taxpayers for compensation before the District's Appraisal Review Board.

Visit our website at www.epcad.org

4. They own property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the person knew or should have known of the delinquency. Exceptions to this are:
 - a. the delinquent taxes are being paid under an installment payment agreement or,
 - b. a suit to collect the taxes has been deferred or abated.

II

TERMS

Board members serve two-year terms beginning January 1 of even-numbered years.

III

METHOD OF SELECTION

In El Paso County, the three-quarter rule is in force by agreement of the voting taxing entities, and will remain in force unless revoked by resolution of the governing bodies of a majority of the voting taxing units. When the three-quarter rule is invoked, the entities can change the number of Board Members, as well as the method of selection. In 1980, El Paso County taxing entities implemented the three-quarter rule and chose to change both the method of selection and the number of board members. Following are the provisions of the three-quarter rule in El Paso County, and the provisions for the standard cumulative voting method, not used in El Paso County.

A. 3/4 Rule - El Paso

1. Changed the number of Board Members from 5 to 9; and,
2. Agreed to the following voting entitlement:
 - a) Two (2) members each to be selected and appointed by the governing bodies of the City of El Paso and the El Paso Independent School District; and,
 - b) One (1) member each to be selected and appointed by the governing bodies of the Ysleta Independent School District and the County of El Paso; and,
 - c) Two (2) members to be jointly selected and appointed by a majority vote of the governing bodies of the Socorro Independent School District, Town of Socorro, Town of Clint, Clint Independent School District, San Elizario Independent School District, Fabens Independent School District, Tornillo Independent School District, and City of Horizon City; and,
 - d) One (1) member to be jointly selected and appointed by a majority vote of the governing bodies of the Anthony Independent School District, the City of Anthony, the Canutillo Independent School District and the Village of Vinton.

B. Cumulative Voting

The regular method of selecting Board Members is the cumulative method of voting. This method provides for 5 board members and cumulative voting by the voting taxing entities. The number of votes allowed each voting entity is based on the levy of each.

The cumulative voting method cannot be used in El Paso County, since the 3/4 rule is in effect and can only be revoked by a majority of the voting entities, before October 1, in an election year – odd numbered years.

IV

BOARD VACANCIES

If a vacancy occurs on the Board, the governing body of the taxing entity(ies) is(are) responsible for appointing that member will nominate, by resolution, a candidate(s) to fill the vacancy.

V

VOTING TAXING ENTITIES

The voting taxing entities in El Paso County are:

1. Anthony ISD
2. Town of Anthony
3. Canutillo ISD
4. City of El Paso
5. Clint ISD
6. Town of Clint
7. County of El Paso
8. El Paso ISD
9. Fabens ISD
10. San Elizario ISD
11. Socorro ISD
12. Town of Socorro
13. Tornillo ISD
14. Ysleta ISD
15. City of Horizon City
16. Village of Vinton

cc: CAD Board of Directors
rar

U:\bcrcry\BOD\Appointments\Appt Mmo2009



November 4, 2009

Shonda Jordan, Board President
Canutillo Independent School District
7965 Artcraft Rd.
El Paso, TX 79932

Dear Mrs. Jordan,

Recently the Mayor and City Council approved a Resolution to create a Blue Ribbon Committee to evaluate and provide recommendations on forming a regional parks system in El Paso. The Blue Ribbon Committee will be tasked with exploring national best practices for regional parks systems, various funding options, and ways to move forward with a local model. The Committee will be comprised of a diverse group of representatives from the civic community, private sector, city technical staff and local elected officials.

Local taxing entities have committed to evaluating opportunities for shared services, resources and responsibilities. School districts are an important partner of ours and we invite CISD to participate by naming a Board Trustee to serve on the committee. The Council will ratify a diver list of nominees on Tuesday, November 10, 2009.

I look forward to working with your organization and finding creative and valuable options for the El Paso parks system. Please contact Leila Melendez at MelendezLH@elpasotexas.gov or 541-4859 in my office once a Trustee is identified.

Sincerely,

A handwritten signature in cursive script that reads "Joyce A. Wilson".

Joyce A. Wilson
City Manager

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Susie Byrd

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Rachel Quintana

District 6
Eddie Holguin Jr.

District 7
Steve Ortega

District 8
Beto O'Rourke

City Manager
Joyce A. Wilson



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, Texas 79932

Mailing Address: PO Box 100
Canutillo, Texas 79835

Mr. Roger Parks
Interim Superintendent

(915) 877-7444
FAX (915) 877-7414
rparks@canutillo-isd.org

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Roger Parks, Interim Superintendent

DATE: November 5, 2009

SUBJECT: Board Meeting Minutes

Please find attached board meeting minutes for your review and consideration under the Consent Agenda:

- Special meeting – September 29, 2009
- Regular meeting – October 13, 2009
- Special meeting – October 27, 2009



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address P.O. Box 100
Canutillo, Texas 79835

FINANCIAL SERVICES

(915) 877-7425

Fax (915) 877-7415

TO: Board of Trustees

October 31, 2009

FROM: Kathy Ellis
Interim Executive Director

SUBJECT: Approval of Warrant List for October 1, 2009 through October 31, 2009

Enclosed in your packet is the warrant list for October 1, 2009 through October 31, 2009.
I recommend its approval in the amount of: **\$1,203,045.17.**

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Monthly ADA and Last Day Enrollment
As of October 30, 2009

<u>Campus</u>	<u>October ADA</u>	<u>Enrollment 10/30/09</u>
Canutillo Elementary School	635.12	721
Deanna Davenport Elementary School	382.72	437
Jose H. Damian Elementary School	437.37	509
Bill Childress Elementary School	447.03	504
Gonzalo and Sofia Garcia Elementary School	564.29	600
Canutillo Middle School	636.71	678
Jose J. Alderete Middle School	575.82	612
Canutillo High School	1439.76	1539
Northwest Early College High School	179.90	193
	<hr/>	<hr/>
DISTRICT TOTALS	5298.72	5793
Ineligible students (Tuition is not collected.)		27
		<hr/>
GRAND TOTAL ENROLLMENT	15	5820

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Monthly ADA Comparison October 2009

<u>Campus</u>	Previous month September 2009 <u>ADA</u>	Current month October 2009 <u>ADA</u>	Previous year October 2008 <u>ADA</u>
Canutillo Elementary School	658.50	635.12	622.68
Deanna Davenport Elementary School	398.92	382.72	411.50
Jose H. Damian Elementary School	462.12	437.37	457.39
Bill Childress Elementary School	464.66	447.03	463.69
Gonzalo and Sofia Garcia Elementary School	584.23	564.29	576.81
Canutillo Middle School	660.47	636.71	656.71
Jose J. Alderete Middle School	593.25	575.82	573.87
Canutillo High School	1463.00	1439.76	1491.39
Northwest Early College High School	185.19	179.90	93.52
*DISTRICT TOTALS	5470.34	5298.72	5347.56

*Does not include ineligible students ₁₆

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Year-to-Date Average Daily Membership and ADA
August 24, 2009 through October 30, 2009

<u>Campus</u>	<u>ADM</u>	<u>ADA</u>	<u>ATT %</u>
Canutillo Elementary School	675.21	647.97	96.0%
Deanna Davenport Elementary School	407.71	390.56	95.8%
Jose H. Damian Elementary School	473.33	451.20	95.3%
Bill Childress Elementary School	476.87	456.31	95.7%
Gonzalo and Sofia Garcia Elementary School	599.54	575.41	96.0%
Canutillo Middle School	679.95	650.50	95.7%
Jose J. Alderete Middle School	608.56	586.09	96.3%
Canutillo High School	1542.39	1454.66	94.3%
Northwest Early College High School	191.32	182.73	95.5%
<hr/>			
*DISTRICT TOTALS	5654.88	5395.43	95.4%

*Does not include ineligible students ¹⁷

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
POST OFFICE BOX 100
CANUTILLO, TEXAS

Agenda Item: _____

Date: November 10, 2009

Subject: Jose Damian Elementary – BJE #6988

Presented By: Kathy Ellis

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

The enclosed budget amendment is to reallocate funds from function 11 to function 61 to add cable drops to the Special Ed portable at JDE to support parents of students with disabilities.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the requested budget amendment.

3. ACTION REQUESTED:

The Board of Trustees approves the requested budget amendment.

MOTION _____ SECOND _____

AYES _____ NAYS _____

Date: 11/02/09

Reason:

FUNDING: 199.61.6299.00.918.0.23

PURPOSE OF AMENDMENT: TO PROVIDE AN ENVIRONMENT WHERE WE CAN PROVIDE PARENT TRAINING AND RESOURCES TO SUPPORT PARENTS OF STUDENTS WITH DISABILITIES.

HOW WILL THIS IMPACT EDUCATION: WILL ENHANCE PARENT AND DISTRICT PARTNERSHIP.

WHAT CAMPUS/DISSTRICK GOALS WILL BE MET: GOAL 6: PARENTS AND COMMUNITY MEMBERS WILL SUPPORT AND CONTRIBUTE TO EFFORTS TO ENSURE THAT ALL STUDENTS REACH HIGH ACADEMIC STANDARDS.

Mode: **Lookup**

Cancel? **N**

TO: Rogers Park, Interim Superintendent

FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: Special Education Department - BJE #6988

DATE: November 10, 2009

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.11.6399.00.918.0.23 General Supplies	21,950.00	(5,480.50)	16,469.50
199.61.6299.00.918.0.23 Misc Contracted Svcs	-	5,480.50	5,480.50

REASON FOR AMENDMENT REQUEST - This budget amendment is to reallocate funds from function 11 to function 61 to provide funds to add cable drops at the Special Ed portable at JDE to support the parents of students with disabilities.

Kathy Ellis
Executive Director Business Services

11/14/09
Date

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
POST OFFICE BOX 100
CANUTILLO, TEXAS

Agenda Item: _____

Date: November 10, 2009

Subject: Funds to Purchase Propane Buses/AMS Restroom Remodeling Project

Presented By: Kathy Ellis

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

The enclosed budget amendment is to increase the budget for the purchase of two propane buses and to roll over the funds budgeted in 2008/2009 to remodel the restrooms at AMS .

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the requested budget amendment.

3. ACTION REQUESTED:

The Board of Trustees approves the requested budget amendment.

MOTION _____ SECOND _____

AYES _____ NAYS _____



**CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
BOARD AMENDMENT EXECUTIVE SUMMARY SHEET**

FUNDING SOURCE:

General Operating and the Texas Department of Transportation

IF GRANT, PLEASE PROVIDE THE FOLLOWING:

-GRANT AWARD:

-GRANT PERIOD:

-GRANT OBJECTIVES:

-GRANTING AGENCY:

PURPOSE OF THE AMENDMENT:

This amendment is to increase the current budget for the purchase of two propane buses and for the restroom remodeling project at Alderete Middle School. The funds for AMS were budgeted in fiscal year 2008/2009. We will be reimbursed for the purchase of the buses by the Texas Department of Transportation.

HOW WILL THIS IMPACT EDUCATION:

This amendment will provide the funds to ensure that we have enough buses to transport our students and that the restrooms at AMS to be ADA compliant.

DISTRICT OR CAMPUS GOALS WILL BE MET WITH THIS AMENDMENT:

All district goals will be met.

TO: Rogers Parks, Interim Superintendent

FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: Funds for Purchase of Buses and AMS Remolding Projects

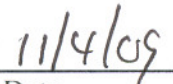
DATE: November 10, 2009

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.34.6631.00.909.0.99 Vehicles	103,000.00	195,562.00	298,562.00
199.51.6629.00.042.0.99 Construction - AMS	-	32,650.00	32,650.00
199.00.8911.00.000.0.00 Transfer Out		(228,212.00)	(228,212.00)

REASON FOR BUDGET AMENDMENT REQUEST: This budget amendment is to increase the budget for the purchase of two propane buses and the remodeling project for the restrooms at AMS.



Executive Director Financial Services



Date

ATTACHMENT C PROJECT BUDGET

The following are estimated Project costs and their allocation between the parties.

Description	Federal Participation		Canutillo Independent School District Participation		Total Project Cost	
	%	Cost	%	Cost	%	
Purchase of Two (2) Propane School Bus	100	\$164,144			100	\$164,144
Direct State Costs	100	\$32,882			100	\$32,882
TOTAL	100	\$197,026			100	\$197,026

Canutillo Independent School District's Participation = \$0

This is an estimate only. Final participation amounts, including State direct costs, will be based on actual charges to the Project.

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
POST OFFICE BOX 100
CANUTILLO, TEXAS

Agenda Item: _____

Date: November 10, 2009

Subject: Acceptance of Donations to Canutillo ISD

Presented By: Kathy Ellis

Consent Agenda _____

ACTION

1. BACKGROUND INFORMATION:

The following individuals/businesses have made a donation to Canutillo Independent School District as follows:

See Attached List

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends acceptance of the donations to Canutillo ISD

3. ACTION REQUESTED:

The Board of Trustees accepts the donations to Canutillo ISD.

MOTION _____ SECOND _____

AYES _____ NAYS _____

Canutillo Independent School District
Donations

Carlos & Anna Villalobos	\$30.00	University of Texas Flag for Davenport Elementary
Banes General Contractors	\$100.00	Monetary donation to purchase university pennants at DDE
Bath Engineering Corp	\$100.00	Monetary donation to purchase university pennants at DDE
Tim Cooper	\$225.00	Bundy Trumpet for CHS band
Crop Production Services	\$2,160.00	50 lbs of alfalfa seed to plant the 20 acres next to JDE CHS FFA
Helena Chemical	\$1,440.00	50 lbs of alfalfa seed to plant the 20 acres next to JDE CHS FFA
Micaela Bean	\$30.00	8 college pennants for DDE
Minerva Dallo	\$10.00	Monetary donation to purchase college pennants at DDE
Sandra Valdez	\$15.00	Monetary donation to purchase college pennants at DDE
Evangelina Martinez	\$20.00	Monetary donation to purchase college pennants at DDE
Brisa Clary	\$25.00	Monetary donation to purchase college pennants at DDE
Mirna Contreras	\$25.00	Monetary donation to purchase college pennants at DDE
Guadalupe Ostos	\$5.00	Monetary donation to purchase college pennants at DDE
Child, Youth & School Services at Fort Bliss		460 copies of "The Very Hungry Caterpillar" for students who participated in Read for a Record at DDE
What-a-Burger	\$500.00	Monetary donation for CHS choir and NJROTC who took part at the grand opening of the What-a-Burger in Canutillo

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: November 10, 2009

Subject: Clinical Training Affiliation Agreement

Presenter: Patricia Araujo

ACTION

1. BACKGROUND INFORMATION:

Please find enclosed for your review and consideration, under the Consent Agenda, the Clinical Training Affiliation Agreement between Canutillo ISD and the El Paso Healthcare System.

The purpose of the partnership agreement with Las Palmas is for the Canutillo High school students that are enrolled in the Health Science Technology class are given the opportunity to perform clinical rotations in the various medical department that the hospital offers.

2. BOARD ACTION REQUESTED:

The Board of Trustees approves the clinical training affiliation agreement as presented under the Consent Agenda.

MOTION _____ SECOND _____

AYES _____ NAYS _____

CLINICAL TRAINING AFFILIATION AGREEMENT

This Clinical Training Affiliation Agreement ("**Agreement**") is entered into between Canutillo Independent School District ("**School**") and El Paso Healthcare System Ltd., d/b/a/ Las Palmas Del Sol Healthcare ("**Hospital**") on November 1st, 2009.

School offers its enrolled students a degree in the field of Nursing and Hospital manages an acute care medical-surgical facility and provides care to patients in students' degree field. School desires to provide its students with a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility and Hospital has agreed to make its facility available to School for these purposes.

In exchange for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Responsibilities of School. School will implement and operate the clinical component of its program at Hospital ("**Program**"). The Program must be approved in advance by Hospital. All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "**Program Participants**") will be accountable to Hospital Administration. School will provide, on request by Hospital, any verifications or certifications required by this Agreement.

(a) Clinical Program: School's responsibilities will include the following:

- (i) Orient Program Participants to the clinical experience at Hospital;
- (ii) Provide classroom theory and practical instruction to Program Participants before their clinical assignments at Hospital;
- (iii) Prepare patient assignments, rotation plans for each Program Participant and coordinate with Hospital;
- (iv) Communicate with Hospital regarding performance and evaluation, absences and assignments of Program Participants, and other pertinent information;
- (v) Supervise Program Participants and their performance at Hospital;
- (vi) Participate with the Program Participants, in Hospital's Quality Assurance and related programs; and
- (vii) Perform other duties as may from time to time be agreed to between School and Hospital.

(b) Staff Competency. School will provide adequate documentation that none of the School's staff or faculty has ever had his or her license, registration or certification in the State of Texas or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction.

(c) Program Participant Statements: School will require each Program Participant to sign a Statement of Responsibility in the form attached as **Exhibit A**, and a Statement of Confidentiality in the form attached as **Exhibit B**.

(d) Insurance: With a company acceptable to School and Hospital, (School will require Program Participants at Program Participants' own expense to/School will, on behalf of its Program Participants,) carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. If occurrence type liability insurance is not available, School (will/will not require Program Participants to) purchase claims-made liability insurance covering the same amounts. If claims made insurance is obtained during the term of this Agreement, then that insurance will be maintained throughout the term of this Agreement and, upon the termination of this Agreement, or the expiration of or cancellation of the insurance, whichever occurs first, School will purchase tail coverage insurance covering for a period of at least three years after the termination or cancellation to the same extent and amount as the claims made coverage, the acts, and omissions of the student upon termination of its claims made policy, or student otherwise ceases to be insured.

(i) School will at its own expense, carry, maintain and provide workers' compensation insurance, and unemployment insurance for School employees assigned to Hospital.

(ii) For all insurance required by this paragraph (d), School will require that Hospital be notified by the insurance carrier at least thirty days in advance of any cancellation or modifications of such insurance policy. In each instance, the insurance carrier will be reasonably acceptable to Hospital. School will provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(e) Program Participants' Health. Either School or Program Participant will arrange for Program Participants' medical care and treatment, if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. In no event will Hospital be financially responsible for that medical care and treatment. Each Program Participant must have proof of TB testing within the past 12 months and, if positive, must have documentation of treatment or documentation of no active disease (i.e. one chest x-ray and yearly verification indicating lack of TB symptoms).

(f) Background Checks. School will, at either School or Program Participant's expense, prior to Program Participant's presentation at Hospital, complete a background check on each Program Participant. The background check for student Program Participants will include:

- (i) Social Security number verification;
- (ii) Criminal search (7 years or up to 5 criminal searches);
- (iii) Employment verification to include reason for separation and eligibility for re-employment for each employer for 7 years (not required for students younger than 21);
- (iv) Violent Sexual Offender and Predator Registry search;
- (v) HHS/OIG list of excluded individuals or entities;
- (vi) GSA list of parties excluded from federal Programs;
- (vii) U.S. Treasury, Office of Foreign Assets Control (OFAC), list of Specially Designated Nationals (SDN);
- (viii) Texas Medicaid exclusion list.

and a 10-panel drug screen
Initials _____ Date _____
Initials _____ Date _____

The background check for staff and faculty Program Participants, if licensed or certified caregivers, will include all of the above and, in addition, will include:

- (i) Education verification (highest level);
- (ii) Professional license verification;
- (iii) Certification and designations check;
- (iv) Professional disciplinary action search;
- (v) Department of Motor Vehicle driving history, based on responsibilities;
- (vi) Consumer Credit Report, based on responsibilities.

If the background check discloses adverse information, School will immediately remove Program Participant from the Program. One week prior to any Program Participant reporting for work at Hospital, School will give Hospital either: (i) a copy of the investigation results; or (ii) an attestation, compliant with Hospital's policies, that the background check is completed and meets Hospital's requirements. School will allow Hospital to randomly audit its student files for the purpose of The Joint Commission preparation.

(g) Blood Borne Pathogens. School will ensure that all Program Participants who may be at risk for occupational exposure to blood or other potentially infectious materials will be:

- (i) Trained in accordance with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Blood borne Pathogens Final Rule 29 CFR Part 1910.1030, as published in the Federal Register Friday, December 6, 1991;
- (ii) Trained in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other blood borne pathogens;
- (iii) Trained in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices and personal protective equipment;

refusal to acquire HBV vaccination; and

(vi) Ensure that proper follow-up evaluation is provided following any exposure incident.

(h) General Standards: School and all Program Participants will perform their duties and services under this Agreement in accordance with all relevant local, state and federal laws, and will comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Hospital, and any rules and regulations of School. Neither party will interfere with or adversely affect the operation of Hospital or the performance of services. School will assign to Hospital Program Participants who have completed sufficient classroom and other course work to allow Program Participants meaningful participation in a clinical experience and so that the Program Participants can participate in the Program without disruption to patient care or any other Hospital operations.

2. Responsibilities of Hospital.

(a) Hospital will accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital will provide reasonable opportunities for Program Participants, who will be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital will coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital will at all times retain ultimate control of the Hospital and responsibility for patient care.

3. Withdrawal of Program Participant. Hospital may request that School withdraw or dismiss a Program Participant when his/her clinical performance is unsatisfactory to Hospital or his/her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital or its patients. In that event, the Program Participant's participation in the Program will immediately cease. It is understood that only School can dismiss the Program Participant from the Program at Hospital.

4. Independent Contractor; No Other Beneficiaries. The parties acknowledge that they are independent contractors, and neither the School nor any Program Participants will be considered agents, representatives or employees of Hospital. In no event will this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties. School will be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant will look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and will not receive, any rights under this Agreement.

5. Confidentiality. School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School will not disclose the terms of this Agreement to any person who is not a party to this Agreement except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement will be a material breach of this Agreement and will provide Hospital with the option of pursuing remedies for breach or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

6. Governmental Immunity. Licensor retains its governmental immunity from litigation and liability to the extent allowed by law. This Agreement does not constitute a consent to suit by Licensor nor an agreement to pay attorney's fees.

7. Term: Termination. This Agreement shall be for a term of three years commencing November 1, 2009 and ending October 31, 2012.

But either party may terminate this Agreement at any time upon at least 60 day's written notice. All Program Participants currently enrolled in the Program at Hospital at the time of notice of termination will be given the opportunity to complete their clinical Program at Hospital, so long as completion does not to exceed 6 months.

8. Entire Agreement. This Agreement and its accompanying Exhibits set forth the entire Agreement between the parties and supersedes any prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This Agreement will not be modified or amended except by mutual written agreement. All continuing covenants, duties and obligations will survive the expiration or termination of this Agreement.

9. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement will remain in full force and effect in accordance with its terms disregarding the unenforceable or invalid provision.

10. Captions. The caption headings are used solely for convenience and will not limit or define the provisions of this Agreement.

11. No Waiver. Any failure of a party to enforce that party's rights under this Agreement will not waive that party's subsequent right to enforce any other provisions.

12. Governing Law. This Agreement will be governed by Texas law.

13. Assignment: Binding Effect. School may not assign or transfer any part of this Agreement without the written consent of Hospital. This Agreement will be binding on the parties and their successors and permitted assigns.

14. Notices. All notices will be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight delivery, addressed as follows:

If to Hospital: Las Palmas Medical Center

If to School: Canutillo I.S.D.

1801 N. Oregon
El Paso, Texas 79902

Attention: Hank Hernandez

P. O Box 100
Canutillo, Texas 79835
Attention: Shonda Jordan

or to any other person or place as either party designates in writing.

15. No Requirement to Refer. Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital, or to use its services. None of the benefits granted under this Agreement are conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any service to, or otherwise generating any business for any other entity of their choosing.

16. No Excluded Providers. School represents and warrants that it will not employ or contract with any individual or entity who is excluded from participation in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act or as defined at 42 U.S.C. section 1320a-7b(f). School

represents and warrants that School is not excluded from participation in any federal health care program as defined at 42 U.S.C. section 1320a-7b(f). School will notify Hospital immediately in the event School is excluded from participating under Medicare or any other governmental program at which time Hospital will have the right to immediately terminate this Agreement.

17. HIPAA Requirements School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"). School agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA, HITECH and the terms of this Agreement. School will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

SCHOOL

HOSPITAL

By: Shonda Jordan

Hank Hernandez, CEO

Date: _____

Jacob Cintron, CEO

Date _____

Title: School Board President

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

In exchange for the opportunity to gain experience in evaluation and treatment of patients at El Paso Healthcare System Ltd., d/b/a/ Las Palmas Del Sol Healthcare _____ ("Hospital"), I, and on behalf of my heirs, successors and/or assigns, agree to be solely responsible for any injury or loss I sustain while participating in the educational program at Hospital, unless the injury or loss arises solely out of Hospital's gross negligence.

Program Participant
Date: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

I acknowledge my responsibility under State and Federal law and the Agreement between Canutillo Independent School District ("School") and El Paso Healthcare System Ltd., d/b/a/ Las Palmas Del Sol Healthcare ("Hospital") to keep confidential all information regarding Hospital patients, as well as all confidential information of Hospital. I agree, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel on a need to know basis, any specific information regarding any patient. I also agree not to reveal to any third party any confidential information of Hospital.

Program Participant

Date: _____

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: November 10, 2009

Subject: Purchase of RtI Reading Materials

Presenter: Sylvia Gonzalez

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the purchase of RtI Reading Materials in the total amount of \$29,962.50 from Region 4. This purchase which will be a “sole source” purchase as it is copyrighted material.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval to purchase RtI Reading Materials in the total amount of \$29,962.50 from Region 4. This purchase which will be a “sole source” purchase as it is copyrighted material.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address P.O. Box 100
Canutillo, Texas 79835

Sylvia Gonzalez
Accelerated Instruction Director

Phone: 915-877-7441

Date: October 27, 2009
To: Canutillo Board of Trustees
From: Sylvia Gonzalez/Accelerated Instruction Department
Subject: RtI Reading Materials

Description/justification: This request is to purchase Accelerated Reading Curriculum for students identified with gaps in their reading foundation K-5. Region 4 has developed this multisensory reading program that is ideal for small group instruction to meet the needs of our struggling readers who are missing important skills to be successful. This program will support and compliment our district's RtI model with curriculum that is ideal for Tier I and Tier 2 small group instruction and intervention. Tier 3 teachers have also been interested in this curriculum, as well. It is a complete scientifically research-based program that is available in both English and Spanish with additional suggestions and strategies for teachers. This program was piloted during summer school last year with great success.

Vendor name: Region 4
Category: Sole Source
Funding source: 211.11.6399.35.916.0.30
Cost: \$29,962.50
Participating Schools: All Elementary Schools

Signature: _____
Sylvia Gonzalez/Accelerated Instruction Director

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: November 10, 2009

Subject: Purchase of 50 Additional FLRT Licenses

Presenter: Karen Judd

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the purchase of 50 Additional FLRT Licenses in the total amount of \$22,775.00 from McComas & Associates. This purchase which will be a “sole source” purchase as it is copyrighted material.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval to purchase the of 50 Additional FLRT Licenses in the total amount of \$22,775.00 from McComas & Associates. This purchase which will be a “sole source” purchase as it is copyrighted material.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address P.O. Box 100
Canutillo, Texas 79835

Sylvia Gonzalez
Accelerated Instruction Director

Phone: 915-877-7441

Date: November 2, 2009

To: Canutillo ISD Board of Trustees

From: Sylvia Gonzalez

Subject: FLRT Licenses

Description/justification: This request is to purchase an additional 50 FLRT licenses for all campuses for students identified with gaps in their reading foundation grades 1-9. Mindplay-Fluent Reading Trainer is software developed to increase comprehension and reading fluency plus strengthen vision tracking. This program was piloted last school year when RtI purchased 32 licenses and Special Education purchased 22 more. The teachers that used this program consistently with their students showed significant gains. It is ideal for individual, independent reinforcement and practice which our struggling readers are missing to be successful readers. This program will support and compliment our district's RtI model with curriculum that is ideal for Tier 1, Tier 2 and Tier 3 individual and small group instruction and intervention, reinforcing reading skills taught by the classroom teachers. It is a complete scientifically research-based program that includes professional development and support in the price quote.

Vendor name: McComas & Associates.

Category: Sole Source

Funding source: 211.11.6398.35.916.0.30

Cost: \$22,775.00

Participating Schools: All the campuses

Signature: _____
Sylvia Gonzalez/Accelerated Instruction Director

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: November 10, 2009

Subject: Award of RFP 10-02

Presenter: Ron Gatlin

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the award of RFP 10-02 for Agricultural Water Well Renovation.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the award of RFP 10-02 for Agricultural Water Well Renovation.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: November 10, 2009

Subject: Approval of Contract with Stetson & Associates

Presenter: Janine Hammock/Ron Gatlin

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the contract with Stetson and Associates in the total amount not to exceed \$30,000.00 utilizing ARRA funds for professional development of special education staff.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval of the contract with Stetson and Associates in the total amount not to exceed \$30,000.00 utilizing ARRA funds for professional development of special education staff.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address: P.O. Box 100
Canutillo, TX 79835

Janine Hammock
Special Education Director

(915) 877-7450
FAX (915) 877-7473

Date: November 2, 2009

To: Canutillo ISD Board of Trustees

From: Janine Hammock, Director of Special Education

Subject: Stetson and Associates Contract for Professional Development on 1/5/10.

Description/justification: Stetson and Associates will conduct training on differentiated instruction at CHS, CMS, and AMS. With increasing numbers of diverse learners in today's classroom, educators must be skilled in differentiating instruction. Stetson's training offers practical strategies for simplifying this task. This training is designed for general education teachers, special education teachers, paraeducators, instructional specialists, related service providers, and campus and district administrators. The training is divided into four components: 1) Assessing and responding to learner characteristics; 2) Differentiating content; 3) Differentiating instruction and assessment; and 4) Creating an effective differentiated classroom. Learner Outcomes are as follows: Staff will experience a differentiated classroom using multi-level instructional strategies and a planning model for all students within one framework. They will effectively respond to diverse student learner characteristics using pre-assessment grouping, and grading strategies. They will develop practical strategies for differentiating instructional content, process and product. They will be able to create classroom structure and roles that support effective differentiated instruction. Stetson will send a total of 8 trainers at \$1,500 each per day plus travel and lodging expenses. The training package includes teacher friendly tools, an extensive strategy bank, and an instructional planning tool that puts it all together. The training will take place on January 5, 2010.

Vendor name: Stetson and Associates

Category: Contracted Services Contract Number

Funding source: Fund number 283.11.6219.00.918.0.23 (IDEA B - ARRA funds).

Cost: Not to exceed \$30,000.00.

Participating Schools: Canutillo High, Canutillo Middle, and Alderete Middle.

Signature: Janine Hammock, Director of Special Education

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: November 10, 2009

Subject: Approval to purchase the My Reading Coach Platinum/Spanish Upgrade

Presenter: Janine Hammock/Ron Gatlin

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the purchase of the My Reading Coach Platinum/Spanish Upgrade in the total amount of \$13,300.00 from McComas and Associates, Inc. which is sole source copyrighted material.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval to purchase the My Reading Coach Platinum/Spanish Upgrade in the total amount of \$13,300.00 from McComas and Associates, Inc. which is sole source copyrighted material.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address: P.O. Box 100
Canutillo, TX 79835

Janine Hammock
Special Education Director

(915) 877-7450
FAX (915) 877-7473

Date: November 3, 2009
To: Canutillo ISD Board of Trustees
From: Janine Hammock, Special Education Director
Subject: My Reading Coach Platinum/Spanish upgrade

Description/justification: My Reading Coach is consistent with the Orton-Gillingham approach to reading. It is a structured, flexible, mastery-based, multi-sensory educational software program that provides a virtual reading specialist and speech pathologist to every student. Embedded Teacher Intelligence™ individualizes instruction to help each student reach grade level in the skill areas of phonemic awareness, phonics sounds and rules, vocabulary, word structure, syntactic processing and reading comprehension. Struggling readers need individualized help. Many of them have visual or auditory processing issues. Still others have attention deficit disorders, memory retention issues or language processing gaps. This educational software solution is systematic, repetitive, and rule based. Learning through patterns helps students succeed. A virtual reading and speech pathologist works directly with each student and provides immediate feedback to ensure understanding. A placement test determines the student's unique lesson plan. Students only take lessons they really need.

Since the passage of No Child Left Behind (NCLB), the achievement gap between students who can and cannot read has received widespread attention. Independent evaluations of My Reading coach with elementary, middle, high school, and adult student have proven that using this program:

- Closes the gap between high and low performing students
- Provides each student individualized, direct instruction with limitless patience and encouragement

My Reading Coach will be used as a piece to a complete reading program provided to Special Education students necessary to improve reading skills and levels necessary for improvements of TAKS scores and successful participation in the regular education classroom.

Vendor name: McComas and Associates, Inc.
Category: Sole Source
Funding source: Fund number (283.11.6398.00.918.0.23 IDEA B - ARRA funds).
Cost: \$13,300.00 to include 12 licenses plus upgrade and shipping
Participating Schools: All campuses
Signature: Janine Hammock, Director of Special Education



February 20, 2009

To Whom It May Concern:

This letter will confirm that MindPlay Development and Publishing, is the sole developer, publisher, copyright holder and sole source of the reading software programs entitled My Reading Coach Professional Edition, FLRT - a fluent reading trainer, and RAPS 360.

McComas & Associates, led by Bruce McComas, is the sole authorized representative of MindPlay, providing products and services in the States of Colorado, New Mexico and parts of the State of Texas served by Educational Services Center numbers, 15, 16, 17, 18 and 19.

Those who sell MindPlay products in exclusive territories sell at our list price.

You may send orders to:

MindPlay
C/O McComas & Associates
705 Twin Hills Drive
El Paso, TX 79912

Tel: 800-728-8013

If you have any questions, do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Judith Bliss".

Judith Bliss
CEO
Mindplay
(520) 888-1800, ext. 104

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: November 10, 2009

Subject: Approval to purchase the Lexia v6 Reading Program

Presenter: Janine Hammock/Ron Gatlin

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the purchase of the Lexia v6 reading program in the total amount of \$17,457.00 from McComas and Associates which is sole source copyrighted material.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval to purchase the Lexia v6 reading program in the total amount of \$17,457.00 from McComas and Associates which is sole source copyrighted material.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address: P.O. Box 100
Canutillo, TX 79835

Janine Hammock
Special Education Director

(915) 877-7450
FAX (915) 877-7473

Date: November 3, 2009

To: Canutillo ISD Board of Trustees

From: Janine Hammock, Special Education Director

Subject: Purchase of Lexia v6 Reading Program

Description/justification: *Lexia Reading* is a scientifically researched based, supplementary, web-enabled program, which offers students, ages 4 to adult, a reading program that provides intensive “Time on Task”—focused activities, scaffolding, and branching necessary to successfully acquire and improve basic reading skills. *Lexia Reading* provides a dynamic, integrated assessment tool to educators by immediately assessing and reporting to teachers exactly how each student is progressing. A component of *Lexia Reading: Lexia (Primary Reading)* helps all students master basic reading skills while focusing on automatic recognition of pre-primer through third grade high-frequency irregular words in isolation, phrases, and sentences in addition to progressively more difficult phonemic awareness and phonics activities. Another component: *Lexia (Strategies for Older Students)* is specifically designed to remediate basic reading skills while offering age-appropriate content and interface for older students. This program includes the capability (District Advantage) of allowing the movement of licenses from school to school and monitoring from central office in order to ensure adequate and consistent usage. *Lexia Reading* will allow us to provide support for struggling readers in Special Education throughout the district necessary for successful participation in the regular education classroom and improvement of TAKS scores.

Vendor name: McComas and Associates, Inc.

Category: Sole Source

Funding source: Fund number (283.11.6398.00.918.0.23 IDEA B - ARRA funds).

Cost: \$17,457.00 for 38 licenses and web hosting fee

Participating Schools: All elementary and middle school campuses

Signature: Janine Hammock, Director of Special Education



January 29, 2009

To Whom It May Concern:

This letter will confirm that Lexia Learning Systems, Inc. is the sole developer, publisher, and copyright holder, and therefore the sole source, of the reading software programs entitled *Lexia Quick Reading Test*®, *Lexia Comprehensive Reading Test*®, *Lexia Inicio a la Lectura*®, *Lexia Early Reading*®, *Lexia Phonics Based Reading*®, *Lexia Primary Reading*®, *Reading S.O.S. (Strategies for Older Students)*, *Lexia Strategies for Older Students*®, *Teaching Reading: Stages & Strategies*®, *Lexia Reading*®, and *Lexia Cross-Trainer*®.

McComas Associates, led by Bruce McComas, is the sole authorized representative of Lexia Learning Systems, Inc., providing products and services in the States of Colorado and New Mexico, and those parts of Texas served by Educational Service Centers 16, 17, 18, and 19.

Please contact me if you need further documentation or assistance.

Sincerely,

A handwritten signature in cursive script that reads "Joel Brown".

Joel Brown
Vice President, Sales

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: November 10, 2009

Subject: Purchase of Orbit W.R.A.P. Assessments

Presenter: Sylvia Gonzalez

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the purchase of Orbit W.R.A.P. assessments in the total amount of \$19,609.20 from Brightpoint Literacy. This purchase which will be a “sole source” purchase as it is copyrighted material.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval to purchase Orbit W.R.A.P. assessments in the total amount of \$19,609.20 from Brightpoint Literacy. This purchase which will be a “sole source” purchase as it is copyrighted material.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address P.O. Box 100
Canutillo, Texas 79835

Sylvia Gonzalez
Accelerated Instruction Director

Phone: 915-877-7441

Date: November 2, 2009
To: Canutillo ISD Board of Trustees
From: Sylvia Gonzalez
Subject: Orbit W.R.A.P. Assessments

Description/justification: This request is to purchase additional Orbit W.R.A.P. assessments. Orbit W.R.A.P. come in both English and Spanish and assess and monitor the development of the essential early literacy skills for the primary students and the essential literacy skills for the intermediate students. W.R.A.P. Middle School assesses the reading and writing ability of students grades 6 through 10. Since assessment should drive instruction, this universal screening tool will guide our teachers' reading and writing instruction. It is a complete scientifically research-based instrument. This assessment tool has been used the last two years in our district with great success at our elementary schools. This purchase will complete our elementary campuses inventories and begin to focus on our middle and high schools.

Vendor name: Brightpoint Literacy
Category: Sole Source
Funding source: 211.11.6339.35.916.0.30
Cost: \$19,609.20
Participating Schools: Elementary and Middle Schools

Signature: _____
Sylvia Gonzalez/Accelerated Instruction Director

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: November 10, 2009

Subject: Purchase of Bus Tires

Presenter: Juan Miranda/Ron Gatlin

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the purchase of bus tires for the transportation department from Redburn Tire Company in the total amount of \$10,881.91. The Region 19 purchasing cooperative number 08-6189 will be utilized for this purchase.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval to purchase bus tires for the transportation department from Redburn Tire Company in the total amount of \$10,881.91. The Region 19 purchasing cooperative number 08-6189 will be utilized for this purchase.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____

CANUTILLO INDEPENDENT SCHOOL DISTRICT

7710 Cap Carter Road
Canutillo, TX 79835

Mailing Address: P.O. Box 100
Canutillo, Texas 79835



Juan M. Miranda
Transportation Supervisor
Facilities and Transportation Division

(915) 877-7735
FAX (915) 877-7734
jmiranda@canutillo-isd.org

Date: November 3, 2009

To: Canutillo ISD Board of Trustees

From: Juan Miranda, Transportation Supervisor

Subject: Purchase of new tires for District buses

Description/justification: To purchase new tires for District buses. Department of Transportation requires specifications on tire tread. Front tires must be at 4/32 or above. Rear tires must be at 2/32 to meet the specified requirements. District buses are in use to transport students and are running constantly due to growth and because the lack of spare buses to rotate during all different activities and trips needed to serve the District's needs. This does not include extra runs, after school activities, and summer school.

Vendor name: Redburn Tire Company

Category: Region 19 Purchasing Agreement #08-6189

Funding source: 199.34.6395.02.910.0.99 General Supplies-Tires

Cost: \$ 10,881.91

Participating Schools: District-wide transportation of students

Signature: _____
Juan Miranda, Transportation Supervisor

AN ORDER BY THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT CANVASSING RETURNS AND DECLARING RESULTS OF ELECTION

Whereas, the Board of Trustees of the Canutillo Independent School District (the "School District") duly authorized an election to be held within the School District on Tuesday, November 3, 2009 (the "Election") for the purpose of submitting to qualified voters of the School District the approval of the ad valorem tax rate of \$1.352095 per \$100 valuation in the School District for the current year, a rate that is \$0.06 higher per \$100 valuation than the School District rollback rate (the "Proposition"); and

Whereas, the Board of Trustees finds and declares that the meeting at which this Order is considered is open to the public as required by law, and that public notice of the time, place and purpose of the meeting was given as required by Section 551.001 et seq., Texas Government Code;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT:

1. It is officially found and determined that the election was duly ordered, that proper notice thereof was duly given, that proper election officers were duly appointed prior to said election, that the election was duly and lawfully held, and that due returns of the result of said election have been made and delivered, and that this Board of Trustees has duly canvassed the returns, all in accordance with law and the Order calling the election.

2. It is officially found and determined that the following votes were cast for the Proposition by qualified voters of the School District as follows:

In Favor of the Proposition	299 votes
Against the Proposition	337 votes

3. As a result of said election, and in conformity with law, this Board of Trustees hereby declares that the Proposition was not approved.

SIGNED AND ADOPTED on November _____, 2009.

SHONDA JORDAN
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

RACHEL M. QUINTANA
SECRETARY, BOARD OF TRUSTEES

**CANUTILLO INDEPENDENT SCHOOL DISTRICT
ORDINANCE FOR ADOPTING TAX RATES
FOR 2009-2010**

1. Recitals.

The Board of Trustees published Notice of the proposed budget and the proposed tax rate as required by Section 44.004, Texas Education Code.

The Board of Trustees has conducted a public hearing on the proposed budget and proposed tax rate on August 29, 2009.

The Board of Trustees has previously adopted a budget for the 2009-2010 school year in accordance with the provisions of Section 44.004(g), Texas Education Code.

The Board of Trustees approved an Ordinance on August 29, 2009 adopting a Maintenance and Operations Tax Rate per \$100.00 of valuation of \$1.10, which under Section 26.08, Tax Code, required that an election be called to obtain approval of the voters to adopt a rate in excess of \$1.04 per \$100.00 valuation.

The election was held on November 6, 2007 and the voters did not approve the increase in tax rate by a vote of 337 voting against and 299 voting for.

The Board of Trustees therefore must adopt a Maintenance and Operations Tax Rate per \$100.00 valuation of property which will not exceed the amount of \$1.04.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Canutillo Independent School District as follows:

2. The Maintenance and Operations Tax Rate per \$100.00 of valuation of property in the School District for the school year 2009-2010 shall be \$1.04.

3. The Interest and Sinking Tax Rate per \$100.00 of valuation of property in the School District for the school year 2009-2010 shall be \$0.252095, as previously approved by the Board on August 27, 2007.

4. The total tax rate for 2009-2010 school year will be \$1.292095.

APPROVED AND ADOPTED on this ____ day of November, 2009.

SHONDA JORDAN, PRESIDENT
BOARD OF TRUSTEES

ATTEST:

RACHEL M. QUINTANA, SECRETARY
BOARD OF TRUSTEES



THE CANUTILLO INDEPENDENT SCHOOL DISTRICT

Board Resolution No. 20094

WHEREAS, El Granero Discoteque has established a dance hall located at 7810 Doniphan (“Dance Hall”); and

WHEREAS, El Granero Discoteque has applied for a mixed-beverage license to authorize it to sell or serve alcoholic beverages at the Dance Hall; and

WHEREAS, a Dance Hall where mixed-beverages are served will disrupt the neighborhood; and

WHEREAS, the Dance Hall is in close proximity to the Bill Childress elementary School; and

WHEREAS, mixed-beverages should not be sold or consumed in close proximity to the Bill Childress Elementary School; and

WHEREAS, parents of students attending the Bill Childress Elementary School oppose the sale or consumption of mixed-beverages in close proximity to the School; and

WHEREAS, the sale and consumption of mixed-beverages in close proximity to Bill Childress Elementary School sets a bad example for young and impressionable students;

NOW, THEREFORE BE IT RESOLVED THAT in light of the proximity of the Dance Hall to Bill Childress Elementary School, the Board of Trustees of the Canutillo Independent School District opposes the granting of a mixed beverage permit to El Granero Discoteque.

I hereby certify that the above resolution was adopted November 10, 2009.

Shonda Jordan, President
Canutillo ISD Board of Trustees

Rachel M. Quintana, Secretary
Canutillo ISD Board of Trustees

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: November 10, 2009

Subject: Administrative Personnel Actions for Board of Trustee Information Only

Presenter: Renée O'Donnell

ACTION

1. BACKGROUND INFORMATION

Superintendent approved employment of personnel:

Dick Diepen, Math Teacher, CHS.....	Effective 10/27/09
Jose Escobedo, School Health Resources Facilitator, Student Support Division.....	Effective 10/13/09
Daniel Grado, Custodian, CHS.....	Effective 10/26/09

Superintendent approved position changes for personnel:

Roberta Guilfoil Campus Receptionist, AMS to Interim Administrative Assistant, School Resources.....	Effective 10/13/09
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Christine Hernandez Interim Administrative Assistant, School Resources to Interim Administrative Assistant, Associate Superintendent's Office.....	Effective 10/13/09
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Liliana Navarrete Assistant Manager, JDE, to Interim Manager, JDE.....	Effective 9/7/09
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Liliana Navarrete Interim Manager, JDE, to Assistant Manager, JDE.....	Effective 10/9/09
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Connie Parker Assistant Principal, AMS, to Interim Principal, AMS.....	Effective 10/12/09
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Manuela Sanchez Instructional Coordinator, AMS, to Interim Assistant Principal, AMS.....	Effective 10/12/09
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Superintendent approved resignations:

Jose Escobedo, Project Link Specialist, Grant Ended	Effective 9/30/09
Alejandro Figueroa, Teacher.....	Effective 10/9/09
Ana Guerrero, Administrative Assistant.....	Effective 10/16/09
Lourdes Sanchez-Contreras, Teacher.....	Effective 11/4/09

Superintendent approved retirements:

None

Termination of Personnel

See under separate cover.

2. BOARD ACTION REQUESTED

No action required.